

Mark's Sewer Service, Inc d/b/a Crown Restrooms

1704 Lamb Rd, Unit B Woodstock IL 60098 • PHONE (815) 206-3689 • FAX (815) 206-3940

PORTABLE RESTROOM RENTAL TERMS AND CONDITIONS

1. Portable toilets and restroom trailers are provided for the purpose of handling human waste. Therefore, no refuse, hazardous waste or hazardous material shall be placed in a portable toilet. Crown Restrooms is not licensed to handle hazardous waste and the facilities where we dispose of sewage will not accept it. Crown Restrooms reserves the right to remove the portable toilet from any site after repeated warnings have been given.

2. You acknowledge that prior to taking the rented item(s), you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return the rented item(s) to Crown Restrooms in the same condition, except for ordinary wear and tear.

If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the item(s). Any and all vandalism damage will be at customer expense to repair and/or replace as necessary.

You assume all risks inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold Crown Restrooms harmless from, and hereby release Crown Restrooms from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from Crown Restrooms negligence, from the defective condition of the item(s) or from any cause.

3. If renter decides against the driver recommendation for placement of unit and wants unit placed in a location that will not be accessible for the service truck during and after wet/snow conditions due to the weight of the truck driving on the grass or in locked access areas where we do not have a key, the service will be skipped until the next regularly scheduled service day and no refund of charges will be made. Service desired on a day when we are not in the area and a special trip must be made will result in an additional service charge of \$95 per trip.

Crown Restrooms will not be responsible for damage done to roadways/driveway surfaces, culverts, etc., due to its equipment traveling on customer property, nor will Crown Restrooms be responsible for damage done to roads, road surfaces, culverts, etc., on property or easements leading to or from the location at which the restroom service is performed.

Crown Restrooms highly recommends rethinking the placement of poorly placed restrooms to maintain consistent service cleanings and avoid undesirable conditions. The truck can reach restrooms up to 30 ft from solid ground and we would much rather service the restrooms than not. :)

4. You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately notify Crown Restrooms of the facts. Crown Restrooms agrees in its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if



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available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you from the obligations paying rental charges in the meantime. In all events, Crown Restrooms shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rented item(s).

5. For month to month rentals, new customers seeking credit are required prior to delivery of equipment/or service to fill out and sign the credit application as well as pay in advance the first 4 weeks of rent and/or services, the delivery fee and any applicable sales tax in order to establish credit. If you wish to setup recurring charges to your credit card for invoices then a credit application can be bypassed.

Billing is every 4 weeks or 28 day billing cycle and includes 1 service cleaning per week. The billing begins upon delivery and continues until the unit has been picked up from your site. Renter is solely responsible to schedule pickup and whenever possible should be done via email to info@crowrestrooms.com.

A payment is considered late when the account is more than 30 days past due. If the account is more than 30 days overdue, Crown Restrooms reserves the right to lock unit and cease all service until account is paid in full. If the account is more than 60 days overdue, Crown Restrooms reserves the right to remove the unit from the site without notice. If we have a credit card on account as security and the account is past due more than 60 days, we will charge the card for the balance without notice.

For special event rentals, new customers are required to pay at least 50% of the total invoice as a deposit and fill out/sign a credit application prior to delivery. If approved, the remainder will be due within 30 days.

6. The rented item(s) is Crown Restrooms property and is rented to you subject to this contract for rental charges and for the period of time agreed upon at time of rental. If you fail to return the item(s) when due or fail to pay for rental and services; Crown Restrooms, in order to enforce its property ownership of the item(s) and to protect its interest under this contract, may retake the item(s) at any time and to do so Crown Restrooms or its representatives may enter your property and you hereby waive any right of action against Crown Restrooms or such entry and retaking.

7. Crown Restrooms mixes salt/brine water during cold weather in attempts to keep the portable toilets usable however this does not guarantee that units will not freeze. The winterization fee is \$6 per billing cycle and will be automatically added to the invoices from November - March. If a portable toilet freezes and cannot be used we can swap it out for another unit for the applicable delivery charge.

8. You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise in enforcing the terms of this contract.

9. Crown Restrooms reserves the right to make equipment substitutions of equal or better quality and shall not be liable for any failure to perform caused by weather, strikes, shortage of materials or cause beyond its control. Crown Restrooms may subcontract some or all of its services when necessary.



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10. RESTROOM TRAILER RENTALS (if applicable):

For a rental length less than 7 days:

___ I understand the rental cost, cancellation policy and power/water hookup requirements of the restroom trailer that I have reserved.

For a rental length more than 7 days:

___ I understand the monthly rental & servicing costs for my long term rental and acknowledge that the minimum rent of 4 weeks will be due in full even if cancellation occurs within the first 4 weeks.

Placement of deposit or payment of first invoice is my implied acceptance of the Terms & Conditions above.

